

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 95 - 98

Introduced by Council President Parrott at the request of the County Executive

Special Legislative Session Day No. 95-37

Date: December 21, 1995

AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 560 acres of agricultural land located at 2933 Jarrettsville Pike, and Turner Road at Pocock Road, Monkton, Maryland 21111 from Jack B. Voss, Barbara Voss, Mellon Bank, N.A. and J. Donald Gerlach, Trustees u/d/o Trust of Elsa H. Voss and Mellon Bank, N.A., Trustee u/d/o Trust of Elsa H. Voss, or any other owner thereof for a maximum purchase price of \$2,500.00 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; and providing for and determining various matters in connection therewith.

By the Council, December 21, 1995

Introduced, read first time, ordered posted and public hearing scheduled

on: January 16, 1996

at: 7:00 p.m.

By Order: James D. Vannoy, Acting Secretary

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on January 16, 1996, and concluded on January 16, 1996.

James D. Vannoy, Acting Secretary

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County") the Budget for fiscal year 1996, Bill No. 95-22 As Amended (the "Budget Ordinance") includes a project permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council") as the Budget Ordinance, in accordance with the Charter.

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act, and Section 524 of the Charter provides that the County may enter into installment contracts to purchase easements for agricultural land preservation purposes and pursuant to Bill No. 93-2 passed by the County Council on April 6, 1993, approved by the County Executive of the County on April 20, 1993, and effective on June 21, 1993 (the "Authorizing Act"), the County has been authorized and empowered to enter into such installment purchase agreements.

The Authorizing Act provides that after review by the Harford County Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System and approval by the Harford County

Board of Estimates, the County Council, may approve and provide for the acquisition of the development rights in each particular parcel of agricultural land, as defined in the Authorizing Act.

Attached to this Ordinance as Exhibit A is an application to sell a development rights easement signed by the landowner whose agricultural land is the subject of this Ordinance.

Attached to this Ordinance as Exhibit B are records of The Harford County Agricultural Advisory Board evaluating all applications to offer development right easements to the County, with each application ranked pursuant to the County's easement priority ranking system.

The County has now determined to enter into an Installment Purchase Agreement with Jack B. Voss, Barbara Voss, Mellon Bank, N.A. and J. Donald Gerlach, Trustees u/d/o Trust of Elsa H. Voss and Mellon Bank, N.A., Trustee u/d/o Trust of Elsa H. Voss, or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement, in order to acquire the development rights in approximately 560 acres, more or less, of agricultural land located at 2933 Jarrettsville Pike and Turner Road at Pocock Road, Monkton, Maryland 21111, within the County for an aggregate purchase price not in excess of \$1,400,000.00, plus interest thereon, the actual amount of the purchase price to be equal to the lesser of such maximum amount or \$2,500.00 times the number of acres in such land (minus one acre for any existing residential dwelling located thereon), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE:

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That

(a) Harford County, Maryland (the "County") shall enter into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Jack B. Voss, Barbara Voss, Mellon Bank, N.A. and J. Donald Gerlach, Trustees u/d/o Trust of Elsa H. Voss and Mellon Bank, N.A., Trustee u/d/o Trust of Elsa H. Voss, and or any person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller") in order to acquire the development rights in approximately 560 acres of land, more or less, located at 2933 Jarrettsville Pike, Monkton, Maryland 21111 and Turner Road at Pocock Road, within the County (the "Land"), for an aggregate purchase price not in excess of \$1,400,000.00 (the "Purchase Price"), plus interest thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of such maximum amount or \$2,500.00 multiplied by the number of acres in the Land (minus one acre for any existing residential dwelling located thereon);

(b) The Installment Purchase Agreement shall be in substantially the form attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase Agreement is hereby approved as to form and content. The Installment Purchase Agreement shall be dated as of the date of its execution and delivery by the County and the Seller (the "Closing Date");

1 (c) A portion of the Purchase Price, in the amount
2 determined as hereinafter provided, shall be paid in cash on the
3 Closing Date. The balance of the Purchase Price shall be paid to
4 the Seller in each year thereafter to and including a date not more
5 than twenty (20) years after the Closing Date. The dates on which
6 each such installment is payable shall be determined by the County
7 Executive and the Treasurer and shall be inserted in the form of
8 the Installment Purchase Agreement attached hereto as Exhibit C;

9 (d) Interest on the unpaid balance of the Purchase Price
10 shall accrue from the Closing Date and shall be payable at least
11 annually in each year, commencing on the first of such dates to
12 follow the Closing Date and continuing to and including a date not
13 more than 20 years after the Closing Date at an interest rate equal
14 to the yield on U.S. Treasury STRIPS maturing on the date next
15 preceding the final maturity date in the Installment Purchase
16 Agreement determined as of the business day preceding the Closing
17 Date and rounded to the next highest 0.05% per annum. Interest
18 shall be calculated on the basis of a 360-day year of twelve 30-day
19 months;

20 (e) The County's obligation to make payments of the
21 Purchase Price under the Installment Purchase Agreement and to pay
22 interest thereon is and shall be a general obligation of the County
23 and is and shall be made upon its full faith and credit.

24 SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
25 HARFORD COUNTY, MARYLAND,

26 That it is hereby found and determined that:

(a) The acquisition of the development rights in the Land as set forth in Section 1 of this Ordinance and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Installment Purchase Agreement are included in the Budget Ordinance, As Amended;

(d) The County shall acquire the development rights in the Land in perpetuity;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the development rights in the Land is equal to the Purchase Price;

(g) The only practical way to acquire the development rights in the Land is by private negotiated agreement between the County and the Seller.

SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County Executive of the County (the "County Executive") by her manual signature, and the Installment Purchase Agreement shall bear the corporate seal of the County, attested by

1 the manual signature of the Director of Administration of the
2 County (the "Director of Administration"). In the event that any
3 officer whose signature shall appear on the Installment Purchase
4 Agreement shall cease to be such officer before the delivery of the
5 Installment Purchase Agreement, such signature shall nevertheless
6 be valid and sufficient for all purposes, the same as if such
7 officer had remained in office until delivery.

8 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
9 HARFORD COUNTY, MARYLAND, That the County Executive and the
10 Treasurer are hereby authorized, prior to execution and delivery of
11 the Installment Purchase Agreement, to make such changes or
12 modifications in the form of the Installment Purchase Agreement
13 attached hereto as Exhibit C as may be required or deemed
14 appropriate by them in order to accomplish the purpose of the
15 transactions (including, but not limited to, determining the
16 portion of the Purchase Price to be paid in cash on the Closing
17 Date and establishment of interest and principal payment dates in
18 each year that the Installment Purchase Agreement is outstanding)
19 authorized by this Ordinance; provided that such changes shall be
20 within the scope of the transactions authorized by this Ordinance
21 and the execution of the Installment Purchase Agreement by the
22 County Executive shall be conclusive evidence of the approval by
23 the County Executive of all changes or modifications in the form of
24 the Installment Purchase Agreement and shall thereupon become
25 binding upon the County in accordance with its terms, as authorized
26 by Section 524 of the Charter and the Authorizing Act

(collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive, the Director of Administration, the Treasurer of the County and other officials of the County are hereby authorized and empowered to do all such acts and things and to execute, acknowledge, seal and deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates as the County Executive may determine to be necessary to carry out and comply with the provisions of this Ordinance subject to the limitations set forth in the Enabling Legislation and any limitations set forth in this Ordinance.

SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Treasurer of the County is hereby designated and appointed as registrar and paying agent for the Installment Purchase Agreement (the "Registrar"). The Registrar shall maintain, or cause to be maintained, books of the County for the registration and transfer of ownership of the Installment Purchase Agreement. In addition, the County may, from time to time, designate and appoint the Department of the Treasury of the County, any officer or employee of the County or one or more banks, trust companies, corporations or other financial institutions to act as a substitute or alternate registrar or paying agent for the Installment Purchase Agreement, and any such substitute or alternate shall be deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution

1 appointing such substitute or alternate. Any such appointment
2 shall be made by the County Council by resolution and the exercise
3 of such power of appointment, no matter how often, shall not be an
4 exhaustion thereof.

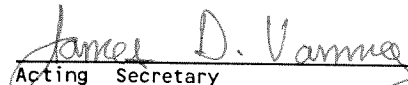
5 SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
6 HARFORD COUNTY, MARYLAND, That for the purpose of paying the
7 installments of the Purchase Price when due and payable and the
8 interest on the unpaid portion of the Purchase Price when due and
9 payable, there is hereby levied, and there shall hereafter be
10 levied in each fiscal year that any portion of the Purchase Price
11 payable under the Installment Purchase Agreement remains
12 outstanding, *ad valorem* taxes on real and tangible personal
13 property and intangible property subject to taxation by the County,
14 without limitation of rate or amount, and, in addition, upon such
15 other intangible property as may be subject to taxation by the
16 County within limitations prescribed by law, in an amount
17 sufficient, together with the portion of the transfer tax imposed
18 on transfers of real property in Harford County which is dedicated
19 to agricultural land preservation and other available funds, to pay
20 any installment of the Purchase Price under the Installment
21 Purchase Agreement maturing during the succeeding year and to pay
22 the annual interest on the outstanding balance of the Purchase
23 Price until all of the Purchase Price under the Installment
24 Purchase Agreement and such interest have been paid in full; and
25 the full faith and credit and the unlimited taxing power of the
26 County are hereby irrevocably pledged to the punctual payment of

1 interest on the unpaid balance of the Purchase Price as and when
2 the same respectively become due and payable.

3 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
4 HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect
5 sixty (60) calendar days after it becomes law.

EFFECTIVE: March 19, 1996

The Secretary of the Council does hereby
certify that fifteen (15) copies of this bill
are immediately available for distribution to
the public and the press.


Acting Secretary

HARFORD COUNTY BILL NO. 95-98(Brief Title) Ag. Land Preservation - Voss et al. property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

ENROLLED

James D. Varmay
Acting Secretary
of the Council

Joanne S. Parrott
President of the Council

Date January 16, 1996

Date 1/16/96

BY THE COUNCIL

Read the third time.

Passed: LSD 96-3 (January 16, 1996)

Failed of Passage: _____

By Order

James D. Varmay
Acting Secretary

Sealed with the County Seal and presented to the County Executive for approval this 18th day of January, 1996 at 3:00 p. m.

James D. Varmay
Acting Secretary

BY THE EXECUTIVE

William M. Redman
COUNTY EXECUTIVE

APPROVED: Date January 19, 1996

BY THE COUNCIL

This Bill (No. 95-98), having been approved by the Executive and returned to the Council, becomes law on January 19, 1996.

James D. Varmay
Acting Secretary

EFFECTIVE DATE: March 19, 1996